

EXHIBIT A

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

BANK OF AMERICA CORPORATION,
FIA CARD SERVICES, NA

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

SAM ATHERTON

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

04/08/2015 at 04:19:41 PM

Clerk of the Superior Court
By Justin Jones, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta.

Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Central Division - Hall of Justice

330 West Broadway
San Diego, CA 92101

CASE NUMBER

(Número 37-2015-00011831-CL-MC-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Daniel G. Shay, Esq., 409 Camino Del Rio South, Suite 101B, San Diego, California 92108 - (619)222-7429

DATE: 04/09/2015

(Fecha)

Clerk, by

(Secretario)

J. Jones

, Deputy

(Adjunto)

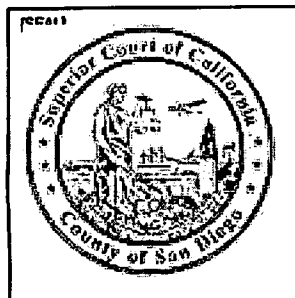
(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): Bank of America Corporation
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):



Page 1 of 1

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

04/08/2015 at 04:19:41 PM

Clerk of the Superior Court
By Justin Jones, Deputy Clerk

1 Daniel G. Shay (State Bar No. 250548)
2 DanielShay@TCPAFDCPA.com
3 **LAW OFFICE OF DANIEL G. SHAY**
4 409 Camino Del Rio South, Suite 101B
5 San Diego, CA 92108
6 Telephone: (619) 222-7429
7 Facsimile: (866) 431-3292

8 *Attorney for Plaintiff Sam Atherton*

9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN DIEGO – HALL OF JUSTICE**

11)
12)
13 SAM ATHERTON,
14)
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23)
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28)
Plaintiff,

vs.

BANK OF AMERICA CORPORATION,
FIA CARD SERVICES, NA,
Defendants.

CASE NO. 37-2015-00011831-CL-MC-CTL

COMPLAINT FOR DAMAGES

VIOLATIONS OF CALIFORNIA
FAIR DEBT COLLECTION PRACTICES
ACT, CAL. CIV. CODE 1788 ET. SEQ.

VIOLATIONS OF FAIR DEBT
COLLECTION PRACTICES ACT,
15 U.S.C. 1692 ET. SEQ;

JURY TRIAL DEMANDED

IMAGED FILE

INTRODUCTION

- 1
- 2 1. Sam Atherton ("Plaintiff") brings this action for damages and any other available legal or
- 3 equitable remedies, resulting from the illegal actions of Bank of America Corporation and its
- 4 subsidiary FIA Card Services, NA ("Defendant") and any other present, former, or future
- 5 direct and indirect parent companies, subsidiaries, affiliates, agents, and/or related entities, in
- 6 negligently, and/or willfully violating numerous debt collection laws. Plaintiff alleges as
- 7 follows upon personal knowledge as to himself and his own acts and experiences, and, as to
- 8 all other matters, upon information and belief, including investigation conducted by his
- 9 attorney.

JURISDICTION AND VENUE

- 10
- 11 2. Jurisdiction of this court is proper for violations of the California Fair Debt Collection
- 12 Practices Act, Cal. Civ. Code § 1788 *et seq.* pursuant to California Code of Civil Procedure,
- 13 § 410.10 *et seq.*
- 14 3. Jurisdiction of this court is proper for violations of the Fair Debt Collection Practices Act, 15
- 15 U.S.C. § 1692 *et seq.* pursuant to 15 U.S.C. § 1692k(d).
- 16 4. Venue is proper in San Diego, as the Plaintiff resides in San Diego County. Defendant is, and
- 17 was at all relevant times, an entity doing business in the State of California, in this county and
- 18 all of the illegal acts alleged herein took place within this county.

PARTIES

- 19
- 20 5. Plaintiff is, and at all times mentioned herein was, an individual citizen and resident of the
- 21 State of California, County of San Diego, in this judicial district. Plaintiff is, and at all times
- 22 mentioned herein was, a "person" as defined by Cal. Civ. Code § 1788.2(g) and 47 U.S.C.
- 23 § 153 (39). Plaintiff is also a "debtor" as the term is defined by Cal. Civ. Code § 1788.2(h)
- 24 and a "consumer" as the term is defined by 15 U.S.C. § 1692a(3).
- 25 6. Plaintiff is informed and believes, and thereon alleges, that Bank of America Corporation
- 26 (BoA) is, and at all times mentioned herein was, a corporation registered in Delaware with its
- 27 principal place of business located in North Carolina. Plaintiff alleges that at all times
- 28 relevant herein BoA conducted business in the State of California and in the County of San

1 Diego, and within this judicial district. Defendant is, and at all times mentioned herein was, a
2 “person,” as defined by Cal. Civ. Code § 1788.2(g). Defendant operates as a collection
3 agency and is a “debt collector” as the term is defined by Cal. Civ. Code § 1788.2(b).

4 7. Plaintiff is informed and believes, and thereon alleges, that FIA Card Services, NA (“FIA”) is,
5 and at all times mentioned herein was, a National Bank and a subsidiary of Bank of America
6 Corporation. Plaintiff alleges that at all times relevant herein FIA conducted business in the
7 State of California and in the County of San Diego, and within this judicial district.
8 Defendant is, and at all times mentioned herein was, a “person,” as defined by Cal. Civ. Code
9 § 1788.2(g). Defendant operates as a collection agency and is a “debt collector” as the term is
10 defined by Cal. Civ. Code § 1788.2(b) and 15 USC 1692a(6).

11 **FACTUAL ALLEGATIONS**

12 8. Plaintiff allegedly incurred a “consumer debt” as that term is defined under Cal. Civ. Code §
13 1788.2(f) and a “debt” as that term is defined by 15 U.S.C. § 1692a(5) several years ago to
14 Defendant

15 9. Defendant attempted to collect the debt and, as such, engaged in “debt collection” as defined
16 by Cal. Civ. Code § 1788.2(b).

17 10. Defendant attempted to collect the debt and, as such, engaged in “communications” as defined
18 in 15 U.S.C. § 1692a(2).

19 11. On March 31, 2014, Plaintiff’s attorney sent Defendant a Cease and Desist Letter that also
20 included a Power of Attorney and a Notice of Representation. The letter was sent by
21 facsimile to Defendant by way of Defendant’ facsimile number ending in 1411.

22 12. Nevertheless, on April 8, 2014 at 11:45 am, Defendant called Plaintiff on his telephone using
23 a number ending in 1584. The parties communicated for about a minute. During that call,
24 Defendant admitted that it was aware that Plaintiff was represented by an attorney.

25 ///

26 ///

27 ///

28 ///

**FIRST CAUSE OF ACTION
VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT
CAL. CIV. CODE § 1788, ET SEQ.**

13. Plaintiff incorporates by reference the above paragraphs of this complaint.
14. The Rosenthal Fair Debt Collection Practices Act, California Civil Code section 1788 *et seq.* prohibits unfair and deceptive acts and practices in the collection of consumer debts.
15. Defendant, in the regular course of business, engages in debt collection and is a “debt collector” as defined by Cal. Civ. Code § 1788.2(c).
16. Defendant initiated a communication with Plaintiff after Defendant had been notified in writing that Plaintiff was represented by an attorney in violation of Cal. Civ. Code § 1788.14(c).
17. Defendant failed to comply with provisions of 15 U.S.C. § 1692, *et seq.*, in violation of Cal. Civ. Code § 1788.17.
18. Plaintiff is entitled to damages as a result of Defendant’s violations.
19. Plaintiff is also entitled to an award of attorneys’ fees and costs.

**SECOND CAUSE OF ACTION
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. § 1692, ET SEQ.**

20. Plaintiff incorporates by reference the above paragraphs of this complaint.
21. When an original creditor like BoA uses another name or entity to collect a debt like FIA, 15 U.S.C. § 1692 *et seq.* applies.
22. Defendant operates as a collection agency and is a “debt collector” as the term is defined by 15 USC 1692a(6).
23. Defendant communicated with Plaintiff after Defendant knew that Plaintiff was represented by an attorney in violation of 15 U.S.C. § 1692b(6).
24. Plaintiff is entitled to damages as a result of Defendant’s violations.
25. Plaintiff is also entitled to an award of attorneys’ fees and costs.

///

///

PRAYER FOR RELIEF

Wherefore, Plaintiff respectfully requests the Court grant Plaintiff the following relief against Defendant:

**FIRST CAUSE OF ACTION
VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT
CAL. CIV. CODE § 1788, ET SEQ.**

26. As a result of Defendant's violations of Cal. Civ. Code § 1788, *et seq.*, Plaintiff seeks actual damages pursuant to Cal. Civ. Code § 1788.30(a);
27. Statutory damages of \$1,000.00 for knowingly and willfully committing violations pursuant to Cal. Civ. Code § 1788.30(b).
28. An award of attorneys' fees and costs to counsel for Plaintiff.
29. Any other relief the Court may deem just and proper including punitive damages.

**SECOND CAUSE OF ACTION
VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. § 1692, ET SEQ.**

30. As a result of Defendant's violations of 15 U.S.C. § 1692, *et seq.*, Plaintiff seeks actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
31. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
32. Cost of litigation and reasonable attorney fees pursuant to 15 U.S.C. § 1692k(a)(3);
33. Any other relief the Court may deem just and proper including punitive damages.

TRIAL BY JURY

Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury on all counts so triable.

Date: April 8, 2015

LAW OFFICES OF DANIEL G. SHAY

By: /s/ Daniel G. Shay

Daniel G. Shay

409 Camino Del Rio South, Suite 101B

San Diego, CA 92108

Telephone: (619) 222-7429

Facsimile: (866) 431-3292

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Daniel G. Shay, Esq. (SBN 250548) Law Office of Daniel G. Shay 409 Camino Del Rio South, Suite 101B San Diego, CA 92108 TELEPHONE NO.: 619-222-7429 FAX NO.: 866-431-3292 ATTORNEY FOR (Name): Sam Atherton (Plaintiff)		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 04/08/2015 at 04:19:41 PM Clerk of the Superior Court By Justin Jones, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Central Division - Hall of Justice		
CASE NAME: Sam Atherton vs Bank of America Corporation et al.		
CIVIL CASE COVER SHEET <input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: 37-2015-00011831-CL-MC-CTL JUDGE: Judge Joel R. Wohlfeil DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (48) Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DPD/WD (23) Non-P/DPD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DPD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (38) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (08) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (28) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input checked="" type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): **2 (two)**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 4/8/15

Daniel G. Shay, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

STREET ADDRESS: 330 W Broadway

MAILING ADDRESS: 330 W Broadway

CITY AND ZIP CODE: San Diego, CA 92101-3827

BRANCH NAME: Central

TELEPHONE NUMBER: (619) 450-7073

PLAINTIFF(S) / PETITIONER(S): Sam Atherton

DEFENDANT(S) / RESPONDENT(S): Bank of America Corporation et.al.

SAM ATHERTON VS. BANK OF AMERICA CORPORATION [IMAGED]

**NOTICE OF CASE ASSIGNMENT
and CASE MANAGEMENT CONFERENCE**

CASE NUMBER:

37-2015-00011831-CL-MC-CTL

CASE ASSIGNMENT

Judge: Joel R. Wohlfeil

Department: C-73

COMPLAINT/PETITION FILED: 04/08/2015

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	09/25/2015	01:30 pm	C-73	Joel R. Wohlfeil

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



Superior Court of California
County of San Diego

**NOTICE OF ELIGIBILITY TO eFILE
AND ASSIGNMENT TO IMAGING DEPARTMENT**

This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order 051414 at www.sdcourt.ca.gov for rules and procedures or contact the Court's eFiling vendor at www.onelegal.com for information.

This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words "**IMAGED FILE**" in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

Please refer to the General Order - Imaging located on the San Diego Superior Court website at:

<http://www.sdcourt.ca.gov/CivillmagingGeneralOrder>



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2015-00011831-CL-MC-CTL CASE TITLE: Sam Atherton vs. Bank of America Corporation
[IMAGED]

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central		FOR COURT USE ONLY
PLAINTIFF(S): Sam Atherton		
DEFENDANT(S): Bank of America Corporation et.al.		
SHORT TITLE: SAM ATHERTON VS. BANK OF AMERICA CORPORATION [IMAGED]		
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)		CASE NUMBER: 37-2015-00011831-CL-MC-CTL

Judge: Joel R. Wohlfeil

Department: C-73

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- ☐ Mediation (court-connected) ☐ Non-binding private arbitration
- ☐ Mediation (private) ☐ Binding private arbitration
- ☐ Voluntary settlement conference (private) ☐ Non-binding judicial arbitration (discovery until 15 days before trial)
- ☐ Neutral evaluation (private) ☐ Non-binding judicial arbitration (discovery until 30 days before trial)
- ☐ Other (specify e.g., private mini-trial, private judge, etc.): _____

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

JUDGE OF THE SUPERIOR COURT

Dated: 04/09/2015